

EXHIBIT 19

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF VIRGINIA
ALEXANDRIA DIVISION

UNITED STATES OF AMERICA, :
et al., :
 :
Plaintiffs :
 :
v. : No. 1:23-cv-00108
 :
GOOGLE, LLC, :
 :
Defendants. :

Friday, August 18, 2023

Video Deposition of COL. JOHN HORNING,
taken at the Law Offices of Paul, Weiss,
Rifkind, Wharton & Garrison LLP, 2001 K St NW,
Washington, DC, beginning at 9:34 a.m. Eastern
Standard Time, before Ryan K. Black, Registered
Professional Reporter, Certified Livenote
Reporter and Notary Public in and for the
District of Columbia

Job No. CS6060378

<p style="text-align: right;">Page 2</p> <p>1 APPEARANCES:</p> <p>2</p> <p>3 UNITED STATES DEPARTMENT OF JUSTICE</p> <p>4 ANTITRUST DIVISION</p> <p>5 BY: JIMMY MCBIRNEY, ESQ.</p> <p>6 CHASE PRITCHETT, ESQ.</p> <p>7 ALVIN CHU, ESQ.</p> <p>8 MARK SOSNOWSKY, ESQ. - Via Zoom</p> <p>9 KATHERINE CLEMONS, ESQ - Via Zoom</p> <p>10 450 5th Street, N.W</p> <p>11 Washington, DC 20530</p> <p>12 202.514.2414</p> <p>13 jimmy.mcbirney@usdoj.gov</p> <p>14 chase.pritchett@usdoj.gov</p> <p>15 alvin.chu@usdoj.gov</p> <p>16 mark.sosnowsky@usdoj.gov</p> <p>17 katherine.clemons@usdoj.gov</p> <p>18 Representing - The United States of America</p> <p>19</p> <p>20 PAUL, WEISS, RIFKIND, WHARTON & GARRISON LLP,</p> <p>21 BY: MARTHA L. GOODMAN, ESQ.</p> <p>22 LEAH HIBBLER, ESQ.</p> <p>23 2001 K St NW,</p> <p>24 Washington, DC</p> <p>25 202.223.7341</p> <p>mgoodman@paulweiss.com</p> <p>lhibbler@paulweiss.com</p> <p>Representing - Google LLC</p> <p>ALSO PRESENT:</p> <p>Glenn Fortner - Legal Videographer</p> <p>Major Mohamed Al-Darsani - United States Army</p> <p>Edwin Farley - USDOJ Intern</p>	<p style="text-align: right;">Page 4</p> <p>1 THE VIDEOGRAPHER: Good morning.</p> <p>2 We're going on the record at 9:34 on August 18th,</p> <p>3 2023. Please note that the microphones are</p> <p>4 sensitive and may pick up whispering and private</p> <p>5 conversations. Please mute your phones at this</p> <p>6 time. Audio and video recording will continue to</p> <p>7 take place unless all parties agree to go</p> <p>8 off the record.</p> <p>9 This is Media Unit 1 of the</p> <p>10 video-recorded deposition of Colonel John Horning</p> <p>11 in the matter of United States, et al., v. Google</p> <p>12 LLC. The location of the deposition is Paul</p> <p>13 Weiss.</p> <p>14 My name is Glenn Fortner, representing</p> <p>15 Veritext, and I'm the videographer. The court</p> <p>16 reporter is Ryan Black from the firm Veritext.</p> <p>17 I'm not related to any party in this action, nor</p> <p>18 am I financially interested in the outcome.</p> <p>19 If there are any objections to</p> <p>20 proceeding, please state them at the time of your</p> <p>21 appearance. Counsel and all present, including</p> <p>22 remotely, will now state their appearances and</p> <p>23 affiliations for the record beginning with the</p> <p>24 noticing attorney.</p> <p>25 MS. GOODMAN: Martha Goodman, from the</p>
<p style="text-align: right;">Page 3</p> <p>1 INDEX</p> <p>2 TESTIMONY OF: COL. JOHN HORNING PAGE</p> <p>3 By Ms. Goodman.....6, 244</p> <p>4 By Mr. McBirney.....245</p> <p>5 EXHIBITS</p> <p>6 EXHIBIT DESCRIPTION PAGE</p> <p>7 Exhibit 61 a privilege log dated June 26th,</p> <p>8 2023, provided by the United</p> <p>9 States DOJ.....11</p> <p>10 Exhibit 62 a document Bates Numbered</p> <p>11 ARMY-ADS336340 through 336638...154</p> <p>12 Exhibit 63 a document Bates Numbered</p> <p>13 ARMY-ADS329948 through 329970...165</p> <p>14 Exhibit 64 a document Bates Numbered</p> <p>15 ARMY-ADS187047 through 187077...211</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>	<p style="text-align: right;">Page 5</p> <p>1 law firm Paul Weiss, on behalf of Google LLC.</p> <p>2 I'm joined by my colleague Leah Hibbler.</p> <p>3 MR. MCBIRNEY: Jimmy McBirney, with the</p> <p>4 Unites Staes Department of Justice, on behalf of</p> <p>5 the United States and the witness.</p> <p>6 MR. PRITCHETT: Chase Pritchett, on</p> <p>7 behalf of the United States.</p> <p>8 MR. CHU: Alvin Chu on behalf of the</p> <p>9 United States.</p> <p>10 MR. SOSNOWSKY: Mark Sosnowsky on behalf</p> <p>11 of the United States.</p> <p>12 MAJOR AL-DARSANI: Moe Al-Darsani,</p> <p>13 United States Army.</p> <p>14 MR. FARLEY: Edwin Farley, United</p> <p>15 States.</p> <p>16 THE VIDEOGRAPHER: Okay. Will the court</p> <p>17 reporter please swear in the witness and then</p> <p>18 counsel may proceed.</p> <p>19 MR. CHU: Oh, also, just to let you</p> <p>20 know, I have Katherine Clemons -- she'll be --</p> <p>21 from the DOJ that will also joining in and out.</p> <p>22 * * *</p> <p>23 Whereupon --</p> <p>24 COL. JOHN HORNING,</p> <p>25 called to testify, having been first duly sworn</p>

<p style="text-align: right;">Page 210</p> <p>1 actual resource management that happens in our 2 business management directorate, which is not 3 under my purview. So I'm not aware of how any 4 funds are disbursed. 5 BY MS. GOODMAN: 6 Q. You have no knowledge or awareness of 7 how any dollar leaves AEMO accounts to get to 8 Google. Is that your testimony? 9 MR. MCBIRNEY: Objection. 10 Mischaracterizes the testimony. Asked and 11 answered. Argumentative. 12 THE WITNESS: So all of the work and 13 actions that result in fund transfer from Army 14 accounts to whomever they go to is handled by 15 resource management within our business 16 management directorate. And I'm not a finance 17 officer or -- or in resource management, so I 18 don't know how they actually transfer money. 19 BY MS. GOODMAN: 20 Q. Who are the individuals in resource 21 management responsible for getting vendors paid? 22 MR. MCBIRNEY: Objection; foundation. 23 THE WITNESS: In the business management 24 directorate, Ms. Christine Ocampo is the 25 director. Major Henry Onghandi [phonetic] is the</p>	<p style="text-align: right;">Page 212</p> <p>1 Q. Okay. And how -- did you receive 2 reports from MMM -- or MMM reports? 3 A. Yes. As a separate -- separate 4 document. 5 Q. And was that also a deck or something -- 6 different format? 7 A. They would be presented in a PowerPoint 8 deck along with an actual presentation from the 9 data performance team and -- and their agency 10 reps. 11 Q. And so what's the difference between the 12 MMM report deck and a deck, sort of, as this one 13 is that provides an assessment based on MMM 14 modeling? 15 A. This is more specific than a typical 16 MMM-only presentation. And this deck, as I 17 look at the pages, includes some more specific 18 reference to media performance than are, 19 typically, little bit more generally covered in 20 the MMM alone. 21 Q. And so describe for me what is in a 22 typical MMM-only presentation? 23 A. I don't have one in front of me, but the 24 best that I can recall, some of the main sort of 25 charts or analysis that we look at would have a</p>
<p style="text-align: right;">Page 211</p> <p>1 finance officer. I'm certain there could be 2 somebody else involved, but they would be 3 primarily responsible. 4 MS. GOODMAN: Shall we take a break? 5 MR. MCBIRNEY: Sure. 6 THE VIDEOGRAPHER: Going off the record. 7 The time is 1630. 8 (Recess taken.) 9 THE VIDEOGRAPHER: Going back on the 10 record. The time is 1652. 11 (Exhibit No. 64, a document Bates 12 Numbered ARMY-ADS187047 through 187077, was 13 introduced.) 14 BY MS. GOODMAN: 15 Q. Colonel, I'm handing you Exhibit 64, 16 ARMY-ADS187047 through 187077. 17 And this is an email chain that you're 18 not on, but it attaches MMM optimizations. So I 19 wanted you to take a look at the attachment and 20 let me know if you recognize it as an MMM report. 21 MR. MCBIRNEY: Sorry. 22 THE WITNESS: I recognize the deck, but 23 not as an MMM report, but, rather a CPH report 24 for national media based on the MMM. 25 BY MS. GOODMAN:</p>	<p style="text-align: right;">Page 213</p> <p>1 comparison of efficiency by channel, a comparison 2 of channel costs and scalability. It would also 3 include an analysis of how well our models have 4 reflected actual -- actual outcomes when also 5 combining not only the effects of media but also 6 exogenous factors that occur in the market to 7 everyone. So it's a review of just some 8 different charts that I don't see in here, 9 while this gets into a little bit more detail on 10 specifics of media itself. 11 Q. And if you turn to Page 061 of this 12 document, -- 13 A. Okay. 14 Q. -- where it's discussing "display 15 performance remain the least efficient paid media 16 channel through budget and tactic shifts, though 17 budget and tactic shifts did include performance 18 in Q4," do you see that? 19 A. I do see that. 20 Q. Okay. Under QOQ Performance Analysis, 21 does "QOQ" mean quarter over quarter? 22 A. That's correct. 23 Q. Okay. The second bullet, Direct 24 Display, do you see that? 25 A. Yes, ma'am.</p>

<p style="text-align: right;">Page 214</p> <p>1 Q. What do you understand the sentence, 2 direct display was 5X less efficient than 3 programmatic, highlighting the opportunity 4 to scale back direct investment to mean? 5 MR. MCBIRNEY: Objection; foundation. 6 THE WITNESS: What I understand it to 7 mean is that direct display was performing five 8 times less efficient than programmatic, and that 9 there was a follow-on identification of a 10 recommendation. 11 BY MS. GOODMAN: 12 Q. And having looked at this slide now, do 13 you have an understanding of what direct display 14 is? 15 A. I can only make an assumption based 16 on the slide alone as to the -- as to the 17 difference, but I don't know if there's an actual 18 jargon term definition associated with it. 19 Q. So in your role as director of marketing 20 execution, -- 21 A. Mm-hmm. 22 Q. -- and relying on that knowledge and 23 experience, what do you understand the difference 24 between direct display and programmatic display 25 to mean -- to be?</p>	<p style="text-align: right;">Page 216</p> <p>1 to answer that question, to your knowledge? 2 A. That would be the -- my recommendation 3 would be the paid media team leader, or the 4 branch chief. 5 Q. That's Duples -- Duplesis? 6 A. Formerly Colonel Morris, currently Major 7 Duplesis. 8 Q. Okay. Are you aware of any instance 9 where DDB spent more money than they were 10 contract -- contractually authorized to spend? 11 A. I'm not personally aware of -- of that 12 occurring, or -- or if there are any facts 13 surrounding it, I'm not aware of them. 14 Q. Okay. So no knowledge or awareness 15 about DDB exceeding its purchase authority? 16 A. I don't have any knowledge of that. 17 Q. Who would I ask about that? 18 MR. MCBIRNEY: Objection; foundation. 19 THE WITNESS: My assumption is that is 20 a contract issue, and so I would have to defer to 21 our contracting experts or our contracting team 22 at AEMO or the COR. 23 BY MS. GOODMAN: 24 Q. Do you know what happens if DDB exceeds 25 the contractual -- the amount of media it's</p>
<p style="text-align: right;">Page 215</p> <p>1 A. I understand the difference to be 2 approximately \$80,000 cost per eBRC lead 3 difference. 4 Q. Do you -- what is your understanding of 5 the difference in the -- the form of the ad or 6 the methodol -- or the process of -- what's the 7 difference, not in terms of quantity or value, 8 but the difference in what they are, to your 9 knowledge or experience? 10 MR. MCBIRNEY: Object to the form of the 11 question. 12 THE WITNESS: My assumption, given that 13 they are charted as separate -- that they're two 14 different ways of -- that there's some difference 15 in the -- the two different methods of getting 16 our ad into banner ads, getting our creative onto 17 banner, as an example, ads onto other websites 18 which getting banner ads we commonly refer to as 19 display. 20 BY MS. GOODMAN: 21 Q. And do you know any difference in the 22 methods between direct and programmatic? 23 A. I don't know the difference in how we 24 acquire one versus the other. 25 Q. Who's the best person who would be able</p>	<p style="text-align: right;">Page 217</p> <p>1 allowed to buy under a contract? 2 MR. MCBIRNEY: Objection. Calls for a 3 legal conclusion. 4 BY MS. GOODMAN: 5 Q. I'm not asking -- 6 A. I don't know what happens. 7 Q. And I'm -- and I'm not asking for your 8 lawyer -- any lawyer opinion. I'm just asking in 9 your role as director of marketing execution and 10 now in your current role as director of strategy, 11 based on your experience, what would happen if 12 DDB exceeded its contractual purchasing authority 13 by a dollar, \$2, \$10, a million dollars? What 14 happens in that scenario? 15 MR. MCBIRNEY: Same objection and add 16 foundation. 17 THE WITNESS: I don't know what happens. 18 I assume the contracting team at AEMO is more 19 expert to know what actually takes place or what 20 the Army's position or role or actions would be. 21 BY MS. GOODMAN: 22 Q. Okay. Do you have any understanding of 23 how much money has been expended under the DDB 24 contract that has gone to Google for any of its 25 products or services?</p>

<p style="text-align: right;">Page 218</p> <p>1 MR. MCBIRNEY: Object to form.</p> <p>2 THE WITNESS: No. I -- I don't know how</p> <p>3 much has been distributed, disbursed, spent, used</p> <p>4 by anyone. I don't -- I don't know that.</p> <p>5 BY MS. GOODMAN:</p> <p>6 Q. Are you aware of any way to figure out</p> <p>7 how much money has been spent or disbursed for</p> <p>8 the use of Google products or services?</p> <p>9 A. I don't know if there exists any</p> <p>10 standard way. I can only assume someone could go</p> <p>11 through receipts, invoices and -- and could count</p> <p>12 things up. I -- I don't know if there's an</p> <p>13 actual way that that's done within any kind of</p> <p>14 contracting or finance systems. I can only</p> <p>15 assume that there could be a way to do that.</p> <p>16 Q. And the way that you can think of</p> <p>17 to do that would be to go through invoices and</p> <p>18 receipts; is that correct?</p> <p>19 MR. MCBIRNEY: Object to form.</p> <p>20 THE WITNESS: I think that if one needed</p> <p>21 to find out how much was -- how much the Army</p> <p>22 paid out to anyone, the invoices would be the</p> <p>23 first place that I would look.</p> <p>24 BY MS. GOODMAN:</p> <p>25 Q. Is there any other place you would look?</p>	<p style="text-align: right;">Page 220</p> <p>1 A. I have not.</p> <p>2 Q. Are you -- are you familiar with</p> <p>3 frequency capping?</p> <p>4 A. No, I'm not familiar with that term.</p> <p>5 Q. Okay. Are you familiar with the term</p> <p>6 Open Web Display Advertising?</p> <p>7 A. That's not a term I've ever heard used</p> <p>8 in our office.</p> <p>9 Q. Okay. Have you ever heard that term</p> <p>10 used by DDB?</p> <p>11 A. No. I've only heard the term display.</p> <p>12 Q. Based on your experience as the director</p> <p>13 of marketing execution and now in your role</p> <p>14 as -- in strategy at AEMO, do you have any</p> <p>15 recollection of ever hearing the term Open Web</p> <p>16 Display Advertising used in any work that you do?</p> <p>17 MR. MCBIRNEY: Object to form and asked</p> <p>18 and answered.</p> <p>19 THE WITNESS: In the course of any work</p> <p>20 that I do, I've -- I've never heard that term</p> <p>21 used. I've never used that term. We have a</p> <p>22 penchant for shortening everything. We only use</p> <p>23 the word display.</p> <p>24 BY MS. GOODMAN:</p> <p>25 Q. Okay. Do you have any understanding of</p>
<p style="text-align: right;">Page 219</p> <p>1 A. Perhaps the Contracting System-wide Area</p> <p>2 Workflow.</p> <p>3 Q. What's that?</p> <p>4 A. I -- frankly, I -- I'm not a user of it.</p> <p>5 I'm not trained on it. I know that the CORs use</p> <p>6 that in relation to the oversight duties that</p> <p>7 they have on their contract, which also, I</p> <p>8 believe, includes costs and things.</p> <p>9 Q. And so what is the Contracting</p> <p>10 System-wide Area Workflow?</p> <p>11 A. That's what I understand.</p> <p>12 Q. Well, -- it -- it is -- is it a tool?</p> <p>13 Is it a database? Is it a electronic system?</p> <p>14 What is it?</p> <p>15 A. I only understand it as a website.</p> <p>16 Obviously, there's some back-end whatever that I</p> <p>17 don't know how it operates, but that -- that our</p> <p>18 team and those who are contracting officers</p> <p>19 representatives or involved in the contracts</p> <p>20 process use that in the -- in the conduct of</p> <p>21 their duties.</p> <p>22 Q. I see.</p> <p>23 Have you had any reason to figure out</p> <p>24 how much money has been spent on Google products</p> <p>25 or services?</p>	<p style="text-align: right;">Page 221</p> <p>1 what the term Open Web Display Advertising means?</p> <p>2 A. I could only make an assumption that,</p> <p>3 based on our discussion right now of display ads,</p> <p>4 that it's related to how one might distribute</p> <p>5 banner ads.</p> <p>6 Q. To your knowledge, did the -- the</p> <p>7 usage -- the terminologies used by AEMO, such as</p> <p>8 Channel, Optimization, Paid Social, Paid Search,</p> <p>9 Digital, those kinds of terms, to your knowledge,</p> <p>10 are they similarly used across the advertising</p> <p>11 industry?</p> <p>12 MR. MCBIRNEY: Objection to foundation.</p> <p>13 Calls for speculation.</p> <p>14 THE WITNESS: I only have knowledge of</p> <p>15 how we use those words. I don't know how other</p> <p>16 companies or -- or agency might use them. I can</p> <p>17 only assume that others may use them in the same</p> <p>18 way --</p> <p>19 BY MS. GOODMAN:</p> <p>20 Q. Okay.</p> <p>21 A. -- but I don't have any personal</p> <p>22 knowledge of that.</p> <p>23 Q. Okay. Under your contract -- the Army's</p> <p>24 contract with DDB, do you have any knowledge or</p> <p>25 awareness of how money is paid out to vendors?</p>

<p style="text-align: right;">Page 222</p> <p>1 MR. MCBIRNEY: Objection. Calls for a</p> <p>2 legal conclusion and lack of foundation.</p> <p>3 MS. GOODMAN: What is the legal</p> <p>4 conclusion that the question "how does money get</p> <p>5 paid out to vendors" --</p> <p>6 MR. MCBIRNEY: You asked --</p> <p>7 MS. GOODMAN: -- call for a legal</p> <p>8 conclusion?</p> <p>9 MR. MCBIRNEY: You asked how it gets</p> <p>10 paid out under a contract, so I assume you're</p> <p>11 asking how the contract dictates certain forms of</p> <p>12 payment. If you want to ask him how does money</p> <p>13 get paid out, that's a different question.</p> <p>14 BY MS. GOODMAN:</p> <p>15 Q. Okay. Colonel, do you know how money</p> <p>16 is paid for the purchase of display ad -- any</p> <p>17 advertising?</p> <p>18 A. The only thing that I understand in</p> <p>19 the process is that an invoice is received, the</p> <p>20 COR verifies that the government received the</p> <p>21 services or the benefits of and that that</p> <p>22 information is transmitted to finance individuals</p> <p>23 or resource management in the business management</p> <p>24 directorate, who then affect whatever is required</p> <p>25 to actually transfer funds.</p>	<p style="text-align: right;">Page 224</p> <p>1 BY MS. GOODMAN:</p> <p>2 Q. To your knowledge, did the Army purchase</p> <p>3 any Open Web Display Advertising from Google?</p> <p>4 MR. MCBIRNEY: Objection. Calls for a</p> <p>5 legal conclusion. Lack of foundation.</p> <p>6 MS. GOODMAN: What's the legal</p> <p>7 conclusion that question called for?</p> <p>8 MR. MCBIRNEY: I'm sorry. I withdraw</p> <p>9 that objection. Lack of foundation.</p> <p>10 BY MS. GOODMAN:</p> <p>11 Q. Okay. Colonel, to your knowledge,</p> <p>12 did the Army purchase any Open Web Display</p> <p>13 Advertising from Google?</p> <p>14 MR. MCBIRNEY: Same objection.</p> <p>15 THE WITNESS: I don't have any direct</p> <p>16 knowledge of that.</p> <p>17 BY MS. GOODMAN:</p> <p>18 Q. To your knowledge, did the Army pay</p> <p>19 Google directly for the use of DV360?</p> <p>20 MR. MCBIRNEY: Objection. Calls for a</p> <p>21 legal conclusion. Lack of foundation.</p> <p>22 THE WITNESS: I don't have any knowledge</p> <p>23 of that.</p> <p>24 BY MS. GOODMAN:</p> <p>25 Q. To your knowledge, did the Army pay</p>
<p style="text-align: right;">Page 223</p> <p>1 Q. Do you know who sends -- who issues the</p> <p>2 invoices that you're referencing?</p> <p>3 A. I -- not necessarily, I don't.</p> <p>4 Q. Okay. To your knowledge, did the</p> <p>5 Army purchase any ad tech services directly from</p> <p>6 Google?</p> <p>7 MR. MCBIRNEY: Objection. Calls for a</p> <p>8 legal conclusion, and lack of foundation.</p> <p>9 THE WITNESS: I don't have any knowledge</p> <p>10 of -- of that occurring.</p> <p>11 BY MS. GOODMAN:</p> <p>12 Q. To your knowledge, did the Army purchase</p> <p>13 any display advertising directly from Google?</p> <p>14 MR. MCBIRNEY: Objection. Calls for a</p> <p>15 legal conclusion. Lack of foundation.</p> <p>16 THE WITNESS: I don't have any personal</p> <p>17 knowledge of that.</p> <p>18 BY MS. GOODMAN:</p> <p>19 Q. To your knowledge, did the Army purchase</p> <p>20 any open web display advertising directly from</p> <p>21 Google?</p> <p>22 MR. MCBIRNEY: Objection. Calls for a</p> <p>23 legal conclusion. Lack of foundation.</p> <p>24 THE WITNESS: I don't have any personal</p> <p>25 knowledge of that.</p>	<p style="text-align: right;">Page 225</p> <p>1 Google directly for the use of Google Ads?</p> <p>2 MR. MCBIRNEY: Objection. Calls for a</p> <p>3 legal conclusion. Lack of foundation.</p> <p>4 THE WITNESS: I don't have any knowledge</p> <p>5 of that.</p> <p>6 BY MS. GOODMAN:</p> <p>7 Q. To your knowledge, did the Army pay</p> <p>8 Google directly for the use of AdWords?</p> <p>9 MR. MCBIRNEY: Objection. Calls for a</p> <p>10 legal conclusion. Lack of foundation.</p> <p>11 THE WITNESS: I don't have any knowledge</p> <p>12 of that.</p> <p>13 BY MS. GOODMAN:</p> <p>14 Q. To your knowledge, did the Army pay</p> <p>15 Google directly for the use of Google Display</p> <p>16 Network?</p> <p>17 MR. MCBIRNEY: Objection. Calls for a</p> <p>18 legal conclusion. Lack of foundation.</p> <p>19 THE WITNESS: I don't have any knowledge</p> <p>20 of that.</p> <p>21 BY MS. GOODMAN:</p> <p>22 Q. To your knowledge did the Army pay</p> <p>23 Google directly for the use of Google Marketing</p> <p>24 Platform?</p> <p>25 MR. MCBIRNEY: Objection. Calls for a</p>

<p style="text-align: right;">Page 226</p> <p>1 legal conclusion. Lack of foundation.</p> <p>2 THE WITNESS: I don't have any knowledge</p> <p>3 of that.</p> <p>4 BY MS. GOODMAN:</p> <p>5 Q. To your knowledge, did the Army pay</p> <p>6 Google directly for the use of Campaign Manager?</p> <p>7 MR. MCBIRNEY: Objection. Calls for a</p> <p>8 legal conclusion. Lack of foundation.</p> <p>9 THE WITNESS: I don't have any knowledge</p> <p>10 of that.</p> <p>11 BY MS. GOODMAN:</p> <p>12 Q. To your knowledge, did the Army pay</p> <p>13 Google directly for the use of Google Ad Manager?</p> <p>14 MR. MCBIRNEY: Objection. Calls for a</p> <p>15 legal conclusion. Lack of foundation.</p> <p>16 THE WITNESS: I don't have any knowledge</p> <p>17 of that.</p> <p>18 BY MS. GOODMAN:</p> <p>19 Q. To your knowledge, did the Army pay</p> <p>20 Google directly for the use of DoubleClick for</p> <p>21 Publishers?</p> <p>22 MR. MCBIRNEY: Objection. Calls for a</p> <p>23 legal conclusion. Lack of foundation.</p> <p>24 THE WITNESS: I don't have any knowledge</p> <p>25 of that.</p>	<p style="text-align: right;">Page 228</p> <p>1 products or services between the Army and Google?</p> <p>2 MR. MCBIRNEY: Objection. Calls for a</p> <p>3 legal conclusion and vague.</p> <p>4 THE WITNESS: I don't have any knowledge</p> <p>5 of money exchanges.</p> <p>6 BY MS. GOODMAN:</p> <p>7 Q. Okay. And when I say "direct," I'm</p> <p>8 using the term that you -- the way that you</p> <p>9 defined it meaning the way -- I think it was the</p> <p>10 closest distance between two points; is that</p> <p>11 right?</p> <p>12 A. I --</p> <p>13 MR. MCBIRNEY: Objection; vague.</p> <p>14 THE WITNESS: I don't have any knowledge</p> <p>15 of any payments or how we make payments or who we</p> <p>16 make payments to.</p> <p>17 BY MS. GOODMAN:</p> <p>18 Q. Okay. Are you of -- aware of any</p> <p>19 agreement between the Army and Google with two</p> <p>20 parties to that agreement?</p> <p>21 MR. MCBIRNEY: Objection. Calls for a</p> <p>22 legal conclusion. Lack of foundation.</p> <p>23 THE WITNESS: I'm not aware of the</p> <p>24 existence of an agreement, if there is one or</p> <p>25 not.</p>
<p style="text-align: right;">Page 227</p> <p>1 BY MS. GOODMAN:</p> <p>2 Q. To your knowledge, did the Army pay</p> <p>3 Google directly for the use of DoubleClick Ad</p> <p>4 Exchange?</p> <p>5 MR. MCBIRNEY: Objection. Calls for a</p> <p>6 legal conclusion. Lack of foundation.</p> <p>7 THE WITNESS: I don't have any knowledge</p> <p>8 of that.</p> <p>9 BY MS. GOODMAN:</p> <p>10 Q. To your knowledge, did the Army pay</p> <p>11 Google directly for the use of AdSense?</p> <p>12 MR. MCBIRNEY: Objection. Calls for a</p> <p>13 legal conclusion. Lack of foundation.</p> <p>14 THE WITNESS: I don't have any knowledge</p> <p>15 of that.</p> <p>16 BY MS. GOODMAN:</p> <p>17 Q. To your knowledge, did the Army pay</p> <p>18 Google directly for the use of AdMob?</p> <p>19 MR. MCBIRNEY: Objection. Calls for a</p> <p>20 legal conclusion. Lack of foundation.</p> <p>21 THE WITNESS: I don't have any knowledge</p> <p>22 of that.</p> <p>23 BY MS. GOODMAN:</p> <p>24 Q. Okay. Do you have any knowledge one way</p> <p>25 or another of any direct exchange of money for</p>	<p style="text-align: right;">Page 229</p> <p>1 BY MS. GOODMAN:</p> <p>2 Q. Okay. Has anybody at your ad agency,</p> <p>3 DDB, ever told you that Google was engaging in</p> <p>4 anticompetitive conduct?</p> <p>5 A. No.</p> <p>6 Q. Did anybody at your ad agency, DDB, ever</p> <p>7 tell you that Google was causing you to pay more</p> <p>8 for digital advertising?</p> <p>9 A. No.</p> <p>10 Q. Did anybody at your ad agency, DDB, ever</p> <p>11 tell that you Google was causing the Army to pay</p> <p>12 more for Open Web Display Advertising?</p> <p>13 A. No.</p> <p>14 Q. Did anybody at OMD ever tell you that</p> <p>15 Google was engaging in anticompetitive conduct?</p> <p>16 A. No.</p> <p>17 Q. Did anyone at OMD ever tell you that</p> <p>18 Google was causing the Army to pay more for</p> <p>19 digital advertising?</p> <p>20 A. No.</p> <p>21 Q. Did anybody at OMD ever tell you that</p> <p>22 Google was causing the Army to pay more for Open</p> <p>23 Web Display Advertising?</p> <p>24 A. No.</p> <p>25 Q. Sitting here today, do you have any</p>

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1 for information relevant to this lawsuit?

2 A. I did not.

3 MS. GOODMAN: I reserve the remainder of

4 my time for this deposition based on the improper

5 privilege assertions made at the outset of the

6 deposition. So I close the dep -- I'm holding

7 the deposition open.

8 MR. MCBIRNEY: Can I get a time check?

9 THE VIDEOGRAPHER: We are at 5:55

10 minutes.

11 MR. MCBIRNEY: Okay. The government

12 does not agree with your position that the

13 deposition should remain open, but we understand

14 your position.

15 MS. GOODMAN: Okay.

16 MR. MCBIRNEY: Off the record.

17 THE VIDEOGRAPHER: Anything else for the

18 record?

19 MS. GOODMAN: Thank you, Colonel.

20 THE WITNESS: Thank you very much.

21 THE VIDEOGRAPHER: This marks the end of

22 the deposition of Colonel John Horning. We're

23 going off the record at 1753.

24 (Deposition concluded -- 5:53 p.m.)

25

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1 C E R T I F I C A T E

2

3 I do hereby certify that I am a Notary

4 Public in good standing, that the aforesaid

5 testimony was taken before me, pursuant to

6 notice, at the time and place indicated; that

7 said deponent was by me duly sworn to tell the

8 truth, the whole truth, and nothing but the

9 truth; that the testimony of said deponent was

10 correctly recorded in machine shorthand by me and

11 thereafter transcribed under my supervision with

12 computer-aided transcription; that the deposition

13 is a true and correct record of the testimony

14 given by the witness; and that I am neither of


15 counsel nor kin to any party in said action, nor

16 interested in the outcome thereof.

17

18 WITNESS my hand and official seal this

19 21st day of

20 

21

22 Notary Public

23

24

25

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1 Jimmy McBirney, Esq.

2 jimmy.mcbirney@usdoj.gov

3 August 21, 2023

4 RE: United States, Et Al v. Google, LLC

5 8/18/2023, John Horning (#6060378)

6 The above-referenced transcript is available for

7 review.

8 Within the applicable timeframe, the witness should

9 read the testimony to verify its accuracy. If there are

10 any changes, the witness should note those with the

11 reason, on the attached Errata Sheet.

12 The witness should sign the Acknowledgment of

13 Deponent and Errata and return to the deposing attorney.

14 Copies should be sent to all counsel, and to Veritext at

15 erratas-cs@veritext.com

16

17 Return completed errata within 30 days from

18 receipt of testimony.

19 If the witness fails to do so within the time

20 allotted, the transcript may be used as if signed.

21

22 Yours,

23 Veritext Legal Solutions

24

25

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1 United States, Et Al v. Google, LLC

2 John Horning (#6060378)

3 E R R A T A S H E E T

4 PAGE ____ LINE ____ CHANGE ____

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21 REASON ____

22

23

24 John Horning Date

25